THEHIVE 5 GENERAL TERMS – (ON PREMISES)

These 'TheHive 5 General Terms – On Premises' ("**General Terms**") are entered into as of the date last signed ("**Effective Date**") between StrangeBee SAS, a French Joint stock company, incorporated with the Trade and Companies Register of Paris under number SIREN 844 289 520, having its registered office at 10 Rue de Penthièvre, 75008 Paris, France, VAT Number: FR13844289520 ("**StrangeBee**") and the customer entering these General Terms ("**Customer**").

By downloading, installing, accessing, or using '*TheHive5*' Software, you hereby agree to these General Terms. If you are entering into these General Terms on behalf of the Customer, you represent that you have the authority to bind said Customer.

Please see Section 12 for a full list of definitions of the capitalized terms which are not otherwise defined in these General Terms.

1.   License.

   1.1.   Grant of License. Subject to the terms and conditions of these General Terms, StrangeBee hereby grants to the Customer a limited, non-sublicensable, non-exclusive, non-transferable license during the applicable Subscription Term to: (a) install, or have installed, one copy of the Software within the Customer Network, and (b) use the Software in accordance with the Documentation within the Customer Network in accordance with the Software's relevant license plan and subject to the applicable user license limits as per the fee quotation(s) (the **"License").**

   1.2.   Authorized Users. The License granted to Customer in Section 1.1 above shall only extend to the Authorized Users. The Customer shall ensure that Authorized Users comply with terms and conditions of these General Terms while using the Software. Each login ID and password may be used by one (1) Authorized User only. Use of a single login ID by multiple Authorized Users shall constitute a breach of these General Terms. The issuance of any new login ID for a new Authorized User shall not increase the number of Authorized Users beyond the procured License limit.

   1.3.   License Restrictions. Unless otherwise specified in these General Terms, the Customer may not: (a) reproduce, modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Software, or knowingly permit or encourage any third party to do so, (b) re-sell, sub-license or distribute the Software (in its whole or any part thereof) (c) use the Software in any manner to provide service bureau, time-sharing

or other computer services to third parties, (d) use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software, (e) use the Software or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency, or (f) remove, obscure, or alter any copyright notice, trademarks, logos and trade names, or other proprietary rights notices affixed to or contained within the Software.

1.4. <u>Limited Rights</u>. The Customer's rights in the Software will be limited to those expressly granted in this Section 1. StrangeBee reserves all rights and licenses in and to the Software not expressly granted to the Customer.

2.   <u>Support Services</u>.

2.1. <u>Support Services</u>. StrangeBee will provide Support Services between 9:00 a.m. and 6:00 p.m. Central European Time (CET), Monday through Friday. In addition, StrangeBee will make commercially reasonable efforts to provide application administration during non-business hours and weekends for critical issues ("**Support Services**"). StrangeBee will use reasonable efforts to respond to Customer's reported Issues within the primary coverage hours mentioned herein and within the timeframe designated below.

Severity Level	Definition	Response Time
P0	The entire service is inaccessible or unusable.	1 Hour
P1	The issue causes a significant loss of service or is a significant error.	4 Hours
P2	The issue causes a minor reduction of service or is a minor error.	24 Hours
P3	Minor defects and errors that do not impede system operation in a normal manner.	48 hours

2.2. <u>Subcontracting</u>. StrangeBee reserves the right to subcontract all or part of the Support Services, provided that StrangeBee shall remain responsible for performance of such services by its subcontractors.

3.   <u>Fees and Payment.</u>

3.1. <u>License and Support Fees</u>. The Customer shall pay StrangeBee the applicable fees as specified in the relevant fee quotation(s) (the "**Fee(s)**"). The Fee for the initial

Subscription Term shall be due and payable upon the execution of the applicable fee quotation.

3.2. <u>Payment Terms</u>. Except as otherwise set forth herein, all Fees are non-refundable and non-cancellable. Should the Customer not pay any amounts when due, StrangeBee may (at its discretion and in addition to other remedies it may have) suspend the Customer's License. The Customer shall pay StrangeBee a late fee at the maximum rate allowable under law per month on all past due amounts. The Fees payable under these General Terms shall not include local, state, or federal sales, use, value-added, excise or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of StrangeBee. The Customer shall not set-off or offset against StrangeBee's invoices amounts that the Customer claims are due to it. The Customer will bring any claims or causes of action it may have in a separate action and hereby waives any rights it may have to offset, set-off, or withhold payment for Software or Support Services delivered or provided by StrangeBee.

4. <u>Specific Terms for License Purchase via a Reseller</u>. If a Customer purchases License through an authorized reseller of StrangeBee ("**Reseller**"):

   (a) Customer will pay any owed amounts to the Reseller, as agreed between Customer and the Reseller. Customer acknowledges and hereby agrees that StrangeBee may suspend or terminate Customer's License if it does not receive such amounts from the Reseller.
   (b) Customer's use of the Software is governed solely by these General Terms.
   (c) Reseller may not make any commitments, representations, or warranties on behalf of StrangeBee.
   (d) The amounts paid by the Reseller to StrangeBee for the grant of License and Customer's use of the Software under these General Terms will be deemed as the amount actually paid under these General Terms for *inter alia* the purpose of calculating the liability under Section 8 (Limitation of Liability).

5. <u>Ownership</u>. The License granted in Section 1 confers no ownership rights to the Customer and is not a sale of any rights in the Software, the Documentation, the media on which either is recorded or printed, or in any intellectual property rights of StrangeBee. StrangeBee shall own and retain ownership of all right, title, and interest in and to (i) the Software and any copies thereof; (ii) the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback relating to the Software and Documentation ("**Feedback**"); and (iv) all Intellectual Property Rights embodied within, and any derivative works thereof.

6. <u>Confidentiality Obligations</u>.

6.1.   Non-disclosure Obligations. Each party to these General Terms may furnish the other party with Confidential Information. The parties agree that, during the term of these General Terms and thereafter, each Receiving Party will hold Confidential Information of the Disclosing Party in confidence and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the Disclosing Party to any third party other than to business, financial, or legal advisors, or in furtherance of a proposed sale, acquisition, or merger of substantially all of the party's business interests related to these General Terms as long as such disclosure is made under a duty of confidentiality. or (b) utilize Confidential Information for any purpose, except the performance of its obligations under these General Terms or as authorized in writing by the Disclosing Party. Each Receiving Party will limit the disclosure of Disclosing Party's Confidential Information to its employees, third party contractors or consultants with a need-to-know and who have been advised of the confidential nature thereof and who are contractually obligated to maintain such confidentiality through execution of a nondisclosure agreement that is at least as protective as the terms and conditions of these General Terms. The Receiving Party shall provide copies of these terms upon the written request of the Disclosing Party. Each Receiving Party shall be liable for any breach by any of its employees, third party contractors or consultants of the confidentiality obligations contained herein.

6.2.   Required Disclosures. In the event a Receiving Party is required under applicable law, rule, regulation, court, or administrative order to disclose Confidential Information of the Disclosing Party, the Receiving Party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the Disclosing Party; (b) limit such disclosure to the extent practicable; and (c) make such disclosure only to the extent so required.

7.   Warranties.

7.1.   Limited Warranty. StrangeBee warrants that (a) it has the right, power and authority to enter into these General Terms and grant the licenses granted hereunder; (b) to the best of its knowledge, the Software and related Documentation do not infringe on any patents, copyrights or trademarks or constitute misappropriation of third party proprietary information; (c) it has used commercially reasonable efforts in accordance with industry standards to screen the Software, and to its knowledge, the Software, as delivered, does not contain any virus or any vulnerabilities known to it at the time of delivery; (d) Under normal authorised use the Software, including any Updates, will substantially conform to the Documentation; (e) Support

Services will be performed diligently by skilled and qualified personnel in a professional and workmanlike manner, in accordance with professional and industry standards; (f) StrangeBee will (at its own cost) rectify any reproducible errors in the Software notified to it during the duration of this License. This constitutes the Customer's sole remedy for breaches of warranty under these General Terms.

7.2. <u>Disclaimer of Warranties.</u> The Software and related documentation are provided by StrangeBee "As Is" and it makes no warranties that the Software is free from errors or "bugs" or that the Customer will be able to operate the Software without interruption or problems. Except for the express warranties set forth under this section, StrangeBee hereby disclaims all warranties, express or implied, with respect to the Software, Support Services, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The Customer acknowledges and agrees that the Software is a '*Security Incident Management*' tool only and is not a substitute for any Security Measures and that the use of the Software is at Customer's sole risk.

8. <u>StrangeBee's Indemnity</u>

8.1. <u>Infringement Indemnification</u>. Subject to the terms of this Section 8, StrangeBee shall indemnify and defend the Customer against any claim brought against the Customer by a third party alleging that the use of the Software or Documentation (a) infringes any patent, copyright or trademark registered with WIPO (World Intellectual Property Organization) prior to the date on which StrangeBee provided the Customer access to the Software, or (b) misappropriates any third party's trade secret (collectively, an "**Infringement Claim**"); provided, however, that (i) the Customer gives StrangeBee prompt notification in writing of any such Infringement Claim and reasonable assistance, at StrangeBee's expense, in the defence of such Infringement Claim; and (ii) StrangeBee has the sole authority to defend or settle such Infringement Claims so long as any such settlement shall not include a financial obligation on, or an admission of liability by the Customer.

8.2. <u>Indemnification Limitations</u>. StrangeBee shall have no obligation for any Infringement Claim arising out of or relating to: (a) any modification created by or at the direction of the Customer; (b) use of the Software other than in accordance with the Documentation and/or the terms of these General Terms; (c) use of a release of the Software no longer supported by StrangeBee; (d) use of the Software without the Customer's implementation of all applicable Updates; (e) any third-party software; or (f) use of the Software in combination with any other

hardware, software or other materials where the Software would not be the subject of the Infringement Claim.

8.3. <u>Effect of Infringement Claim</u>. If an Infringement Claim is or, in StrangeBee's reasonable belief, is likely to be asserted, (a) StrangeBee may require the Customer to discontinue use of the Software immediately and Customer shall comply with such requirement; and (b) StrangeBee will, at its sole option, either (i) procure for the Customer the right to use and exercise its rights with respect to the Software or Documentation or affected part thereof as provided in these General Terms; (ii) replace the Software or Documentation or affected part thereof with other non-infringing products or (iii) modify the Software or Documentation or affected part thereof to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clause (b) are not commercially feasible, as determined by StrangeBee in its sole discretion, terminate these General Terms, in whole or in part, and the licenses granted pursuant to it, and refund to the Customer the portion of prepaid Fees that relate to the remaining portion of the then-current Subscription Term.

8.4. <u>Exclusive Remedy</u>. The provisions of this Section 8 states the sole, exclusive, and entire liability of StrangeBee to the Customer, and is the Customer's sole remedy with respect to, any claim of infringement or misappropriation or alleged infringement or misappropriation of any third-party patent, copyright, trademark, trade secret or other intellectual property right.

9. <u>Limitation of Liability</u>.

9.1. <u>Disclaimer of Consequential Damages</u>. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS, OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. STRANGEBEE SHALL HAVE NO LIABILITY FOR THE CUSTOMER'S PROVISION OF ITS OWN SERVICES TO THEIR CUSTOMERS.

9.2. <u>Aggregate Liability.</u> EXCEPT FOR BREACH OF SECTIONS 1, 3, 6 AND 8 IN NO EVENT WILL EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, EXCEED THE AGGREGATE AMOUNT PAID OR OWED TO STRANGEBEE BY THE CUSTOMER

DURING THE ONE (1) YEAR PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

10. <u>Term and Termination</u>.

10.1. <u>Term</u>. These General Terms will begin on the Effective Date and will remain in effect through the end of each Subscription Term unless these General Terms are earlier terminated in accordance with this Section 10.

10.2. <u>Termination for Breach</u>. Each party will have the right to terminate these General Terms, or any Software license granted hereunder if the other party breaches any material term of these General Terms and fails to cure such breach within thirty (30) days and five (5) days in the case of non-payment after written notice thereof.

10.3. <u>Termination for Insolvency</u>: StrangeBee may terminate these General Terms if the Customer ceases to conduct business in the normal course, becomes insolvent, enters into a suspension of payments, moratorium, reorganization or bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights.

10.4. <u>Effect of Termination</u>. Upon any termination of these General Terms, all amounts due and owing by the Customer to StrangeBee under these Terms will be immediately payable and all Support Services and Software licenses granted pursuant to these General Terms shall immediately terminate. At such time, the Customer will promptly return the Software to StrangeBee or destroy the Software and all copies and portions thereof, in all forms and types of media, and, at StrangeBee's request, provide StrangeBee with an officer's written certification, certifying to the Customer's compliance with the foregoing. In the event of a termination of these General Terms as per Section 10.2. due to a breach that is solely attributable to StrangeBee, StrangeBee hereby agrees to refund a pro-rata portion of the Fees paid by the Customer for the Software within a period of 30 (thirty) days.

10.5. <u>Survival</u>. The rights and obligations of the parties contained in Sections 3 (as to amounts owed as of termination), 5, 6, 8, 9, 10.4, 10.5 and 11 will survive the termination of these General Terms.

11. <u>General</u>.

    11.1. <u>Governing Law and Jurisdiction</u>. All disputes and differences arising out of or in connection with any of the matters set out in these General Terms ("**Dispute**"), if not resolved by amicable settlement within 30 (thirty) days from the date of Dispute, shall be referred, upon application of any party, to binding arbitration in accordance with the rules prescribed under Chapter IV of the French Code of Civil Procedure.

    The number of arbitrators shall be 3 (three), 1 (one) arbitrator shall be appointed by each party and the 2 (two) arbitrators so appointed shall appoint the third arbitrator.

    The Dispute shall be referred to the ICC International Court of Arbitration. The arbitration shall be conducted in English, and the seat of arbitration shall be at Paris, France.

    Subject to the provisions of this section 11.1, these General Terms shall be governed and construed in accordance with laws of France, and the competent courts of Paris shall have the exclusive jurisdiction to entertain any Dispute arising out of or in connection with these General Terms.

    11.2. <u>Third-Party Software.</u> To use the Software, the Customer may need to install on its Customer Network certain other software or components that are licensed or are available in the public domain including open-source software (the "**Third-Party Software**"). StrangeBee has no proprietary interest in or to such Third-Party Software and the Third-Party Software is not licensed under these General Terms. The Customer's rights in the Third-Party Software are governed by and subject to the terms and conditions set forth in their applicable license(s).

    11.3. <u>Relationship of Parties</u>. The parties to these General Terms are independent contractors and these General Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

    11.4. <u>Equitable Relief</u>. The parties agree that a material breach of the license or confidentiality provisions of these General Terms would cause irreparable injury to the innocent Party for which monetary damages would not be an adequate remedy, and therefore the Party thus injured shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law.

11.5. <u>Force Majeure.</u> Neither party shall be deemed to have breached any provision of these General Terms as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond such party's control.

11.6. <u>Assignment.</u> Neither party may assign these General Terms in whole or in part, without the other party's prior written consent which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this section shall be considered null and void. Notwithstanding the preceding, either Party may assign its rights and obligations under these General Terms to its Affiliate or an acquirer of all or substantially all of its business or assets (including without limitation by a change in control); provided that (i) the assigning party gives the other party reasonable notice of such assignment, and (ii) the assignee expressly assumes obligations under these General Terms in writing and has adequate resources to meet its obligations hereunder. Upon completion of any assignment under this section, the assigning Party shall have no further liability with respect to any of the rights or obligations assigned. However, the non-assigning party reserves the right to terminate these General Terms immediately upon written notice if (i) the assignee is a competitor of the non-assigning party, or (ii) there is an attempted assignment of these General Terms not in accordance with this subsection.

11.7. <u>Severability.</u> The invalidity or unenforceability of any provision of these General Terms shall not affect the validity or enforceability of any other provision of these General Terms.

11.8. <u>Waiver.</u> The failure of either party to enforce at any time the provisions of these General Terms, or the failure to require at any time performance by the other party of any of the provisions of these General Terms, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of these General Terms shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

11.9. <u>Entire Agreement.</u> These General Terms, including any and all exhibits attached hereto, is the entire agreement of the parties and supersedes any prior representations, agreements, negotiations, or understandings between them,

whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of these General Terms shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. These General Terms supersedes any conflicting or additional terms and conditions set forth on any purchase order, work order, or similar commercial document which may be issued by the Customer.

11.10. <u>Notices</u>. All notices required or permitted under these General Terms will be in writing and delivered by email, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this section. Either party may change its address for notices under these General Terms by giving written notice to the other party by the means specified in this section.

12. <u>Definitions</u>.

12.1. **"Affiliate"** means with respect to a Party, any person or entity that controls, is controlled by, or is under common control with such Party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities.

12.2. **"Authorized User"** means a named individual that: (a) is an employee, representative, consultant, contractor or agent of the Customer or their Affiliates; (b) is authorized to use the Software pursuant to these General Terms; and (c) has been supplied a user identification and password by the Customer.

12.3. "**Confidential Information**" means non-public information that is transmitted or otherwise provided by or on behalf of a party to these General Terms (the "**Disclosing Part**y") to the other party (the "**Receiving Party**") in connection with these General Terms and the activities hereunder, and that should reasonably be understood by the Receiving Party to be Confidential Information due to the nature of such information or the presence of legends or other markings (including, but not limited to, "*Confidential*" and "*Restricted*") to be proprietary and confidential to the Disclosing Party. Confidential Information includes, but is not limited to, the terms, conditions and pricing under these General Terms and information related to the performance of the Software. Confidential Information of StrangeBee includes, without limitation, the Software, all software provided with the Software, Documentation, the source code, and all algorithms, methods, techniques, and processes revealed by the source code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the

Receiving Party without an obligation to maintain its confidentiality prior to receipt from Disclosing Party, as evidenced by the Receiving Party's written records; (b) is or becomes generally known to the public without violation of these General Terms; (c) is obtained by the Receiving Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) was developed by the Receiving Party independently of and without reference to Confidential Information, as evidenced by the written records of the Receiving Party.

12.4. "**Customer Network**" means the hardware and software components within the Customer's internal computer network at Customer's designated location or that of Customer's designated hosting provider.

12.5. "**Documentation**" means any written, electronic, or recorded work, if any, provided by StrangeBee to Customer, that describes the functions and features of the Software.

12.6. "**Software**" means the computer software: *TheHive5*, including any Updates thereto.

12.7. "**Subscription Term**" means the term for the license grant and Support Services that is specified on the relevant fee quotation.

12.8. "**Updates**" means subsequent releases of the Software and/or the Documentation provided hereunder, such as (a) bug or error fixes, patches, workarounds, and maintenance releases, and (b) releases that introduce new and significant features and functionality.